



American Arbitration Association  
Dispute Resolution Services Worldwide

Pennsylvania Labor Center

September 10, 2013

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Philadelphia, PA 19106-3683

Diane A. Loebell, Esq.  
City of Philadelphia  
1515 Arch Street, 16th Floor  
Philadelphia, PA 19102-1595

Re: 14 390 01652 11  
Fraternal Order of Police, Lodge #5  
and  
City of Philadelphia

Grievance: Lt. Anthony Ginaldi # [REDACTED] suspended for 15 days and transferred from his assignment

Dear Parties:

This will confirm that a hearing in the above-captioned matter was held on September 28, 2012 and that the grievance was settled during the course of the hearing day. Accordingly, the case file has been closed.

Please be advised that it is the AAA's policy to retain closed cases for a maximum period of six (6) months after their closing date. Therefore, please take note that the above referenced physical case file will be destroyed six months from the date of this letter. In the normal course of our administration, the AAA may maintain certain documents in our electronic records system. Such electronic records are not routinely destroyed and do not constitute a complete case file.

Thank you for choosing the American Arbitration Association.

Sincerely,

Christine Naida  
Case Administrator

[REDACTED]  
[naidac@adr.org](mailto:naidac@adr.org)

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**AMERICAN ARBITRATION ASSOCIATION**

<b>FRATERNAL ORDER OF POLICE, LODGE</b>	:	
<b>NO. 5,</b>	:	
	:	<b>Case No. 14-390-1652-11</b>
<b>—and—</b>	:	
	:	<b>Grievant: Anthony D. Ginaldi</b>
<b>CITY OF PHILADELPHIA</b>	:	

**SETTLEMENT AGREEMENT**

**WHEREAS**, the City of Philadelphia ("City") and the Fraternal Order of Police, Lodge No. 5 ("FOP") are parties to a collective bargaining agreement; and,

**WHEREAS**, Anthony D. Ginaldi ("Ginaldi") is employed by the City and a member of the bargaining unit represented by the FOP; and,

**WHEREAS**, on or about April 28, 2011, Ginaldi was charged with a violation of Disciplinary Code Section 1.15, Section 1.15 and Section 3.00 and was given a 15 day suspension and transferred;

**WHEREAS**, Ginaldi initiated a grievance, contending that the City violated the collective bargaining agreement; and,

**WHEREAS**, the City denies that it has, in any way, violated the collective bargaining agreement with the FOP; and,

**WHEREAS**, the matter has proceeded unresolved pending the above-captioned arbitration; and,

**WHEREAS**, the parties wish to resolve this matter without resort to further litigation;

**NOW, THEREFORE**, the parties agree as follows:

1. The transfer shall remain on Ginaldi's record in relation to this discipline.
2. Ginaldi shall have the fifteen (15) day suspension reduced to a one (1) day suspension. However, he will not be granted any back pay for the suspension days.
3. The charges of Section 3.00, Insubordination, Unspecified and the two counts of Section 1.15, Knowingly and willfully making a false entry in any Departmental report or record shall be changed to the charge of Section 4.00, Neglect of Duty, Unspecified, and the one (1) day suspension shall be applied to this charge and remain on his personnel record.

4. The reckoning period for these offenses shall have been deemed expired on April 28, 2013.

5. In consideration of the foregoing, the FOP and Ginaldi agree to withdraw the grievance and demand for arbitration in this matter.

6. Nothing in this Agreement shall be construed as an admission by the City that it, in any way, violated the collective bargaining agreement.


7. This Agreement is not intended in any way to set precedent or to prejudice the respective positions of the parties with respect to this matter or any other future disputes, grievances, or other legal matters. This Agreement may not be introduced, or referred to, for any purpose by either party in any subsequent administrative, judicial, or other legal proceedings. This Agreement may, however, be used in any proceeding necessary to compel enforcement of the Agreement.

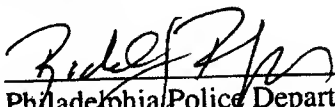
8. By entering into this Agreement, all parties hereto acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions, enter into this Agreement voluntarily, and agree to be bound hereby.


9. In further consideration of the foregoing, the FOP and Ginaldi, and their agents, assigns, heirs, and representatives, releases the City, its departments, officials, agents, and employees from any claims they had, have, or may have arising out of, or are related to, the subject matter of the grievance.

10. By entering into this Agreement and in exchange for the promises made herein, Powers, for himself, his agents, legal representatives, assigns, heirs, legatees, administrators, personal representatives and executors voluntarily and of their own free will agree to and hereby do forever release, discharge and hold harmless the FOP, its present or past divisions, affiliates, partners, contracting parties, predecessors, successors or assigns and their respective current and former trustees, directors, officers, employees, contractors, members, attorneys and agents of each of them, and any of their successors or assigns, from any and all claims, demands, actions, liabilities and other claims for relief and/or remuneration whatsoever, whether known or unknown, arising from or which could have arisen from the FOP's representation of Ginaldi in connection with the Grievance described above.

WHEREFORE, the FOP, the City, and Ginaldi, intending to be legally bound by this Agreement, enter into this Agreement this \_\_\_\_\_ day of April, 2014, as evidenced by their signatures or the signatures of their representatives below.

  
Fraternal Order of Police,  
Lodge No. 5  
Date: 4-6-14

  
Philadelphia Police Department  
Date: 4-23-14

  
Anthony Ginaldi  
Date: 4-23-14